



- 2.1. All tenders, quotes and/or contracts with BCG in respect of the supply of goods and/or services, shall be governed exclusively by these general conditions of sale and supply of BCG, hereinafter referred to as the "conditions".
- 2.2. The principal acknowledges that, prior to entering into the contract, it has seen the general conditions, which form an integral part of the contract with BCG, and has accepted them.
- 2.3. Conditions used by the principal, whatever the nature thereof, whether or not contained in the general conditions used by the principal shall only apply if the said conditions have been expressly accepted in writing by BCG. In the absence of such express, written acceptance by BCG, BCG's general conditions shall always take priority over the principal's conditions.
- Article 3 : Formation of the contract**
- 3.1. BCG is only bound inasmuch as it has accepted the customer's order in writing or by sending its invoice to the customer. The customer is not permitted, in the meantime, to withdraw its order without BCG's written consent.
- 3.2. In the event of unilateral cancellation of an order not yet accepted by BCG or of cancellation of the contract by the customer, the latter shall, by force of law and without the need for any prior notice, be liable for fixed compensation of 20% in respect of that part of the order or contract up to EUR 100,000 and 5% thereafter, plus all costs incurred by BCG, without prejudice to BCG's right to claim compensation for any loss in excess of this amount, where applicable.
- Article 4 : Transfer of ownership and risks**
- 4.1. BCG shall remain the owner of the goods supplied until payment has been received in full and the customer has settled all previous invoices. BCG shall reserve the right to recover the goods supplied at any time, at the customer's expense. This right shall be exercised by simple letter. The customer shall permit the servants or agents of BCG to enter on to the customer's premises and repossess the goods at any time prior thereto. As long as payment has not been effected the customer cannot sell, pledge or offer goods as guarantee or collateral security. Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of BCG and BCG shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the customer hereby indemnifies the Seller in relation thereto. In the event of the goods being sold on by the customer, the right to the sales price shall replace the right to the goods supplied. Without prejudice to what is stated above, all risks, of whatsoever kind, shall be transferred to the customer from the time of delivery. For the purposes of applying this article, delivery shall be deemed to have taken place when the products left the buildings owned or leased by BCG, even if the products have been sold carriage paid.
- Article 5 : Price**
- 5.1. Unless agreed otherwise, all our prices are "ex works", in euro and exclude duty, costs and taxes.
- 5.2. In the event of prices being shown in or pegged against a foreign currency, BCG reserves the right to review prices, proportional to the change in the exchange rate between the euro and the said currency, at the time of invoicing.
- Article 6: Payment**
- 6.1. Unless agreed otherwise, payment must be made in the manner and at the place indicated by BCG, no later than 30 days from the date of the invoice or any other agreed date, without any discount. BCG shall nevertheless be entitled, without giving any reason, to demand payment in advance of part or all of the price prior to sending the products.
- 6.2. Unless agreed otherwise, BCG export invoices shall be payable in cash. At the same time as its order, the customer shall arrange for an irrevocable letter of credit to be opened, payable at sight confirmed by a Belgian bank.
- 6.3. In the event of non-payment of the invoice within the period specified, the customer shall be liable, from the due date, by force of law and without the need for any prior notice, for a penalty for late payment on the amount due, of 1% per month or part thereof. The customer shall further be liable, by force of law and without the need for any prior notice, for lump sum compensation of 10% of the amount of any invoice less than or equal to EUR 25,000 (subject to a minimum of EUR 250), or otherwise 5% in all other cases. The costs associated with non-payment of bills of exchange or cheques, as well as other recovery charges are not included within the lump sum and shall be charged to the customer separately.
- 6.4. In the event of non-payment of a debt due for payment, all other debts shall become payable.
- 6.5. The customer shall not be entitled to suspend payments in the event of a complaint.
- Article 9 : Acceptance, protests**
- 9.1. All claims for apparent defects, missing goods and delivery apparently other than in accordance with the order, shall be reported immediately in writing to BCG and, no more than two days after delivery of the products to the customer. In the event of this period being exceeded and/or any other failure to comply with the above, it shall no longer be possible to hold BCG liable, with the exception of deliberate negligence, it being understood and agreed that BCG cannot, under any circumstances, be held liable for failings on the part of its staff.
- 9.2. All claims for non-apparent defects shall be reported to BCG immediately and in writing, no later than eight days after the customer discovers or could reasonably have discovered the defect. In the event of this period being exceeded and/or any other failure to comply with the above, it shall no longer be possible to hold BCG liable, with the exception of deliberate negligence, it being understood and agreed that BCG cannot, under any circumstances, be held liable for failings on the part of its staff.
- Article 13 : Applicable legislation and jurisdiction**
- 13.1. Belgian law, to the exclusion of any international treaties or other similar regulations relating to the sale of goods and to the exclusion of articles 1641-1648 of the Code Civil, shall be applicable to all tenders, quotes and/or contracts with BCG.
- 13.2. In the case of any disputes resulting from or arising out of tenders and/or quotes from BCG and/or contracts entered into with it, the courts with responsibility for Turnhout (Belgium) shall have sole jurisdiction. Nevertheless, BCG reserves the right to bring the dispute before any other competent court, whether in Belgium or abroad.